



# LOS ANGELES COUNTY **REDISTRICTING 2021**

**COUNTY OF LOS ANGELES CITIZENS REDISTRICTING COMMISSION (LA County CRC)**

**Request for Proposal (RFP) for  
Voting Polarization Analysis (VPA)  
Consulting Services for Redistricting  
Draft March 19, 2021 Revised (version 3)**





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## I – STATEMENT OF WORK (SOW)

### I.A –LA COUNTY CRC OVERVIEW

The County of Los Angeles Citizens Redistricting Commission (LA County CRC) is charged with drawing the lines for Los Angeles County supervisorial districts (SDs) after the Federal decennial census and in compliance with:

- U.S. Constitution
- Federal Voting Rights Act (VRA) of 1965<sup>1</sup>
- California Election Code<sup>2</sup>

The final map must be delivered by December 15, 2021, and comply with the following requirements:

1. Districts shall comply with the U.S. Constitution and each district shall have a reasonably equal population with other districts for the board, except where deviation is required to comply with the VRA or allowable by law.
2. Districts shall comply with the VRA.
3. Districts shall be geographically contiguous requiring knowledge of Los Angeles County cities and unincorporated areas.
4. The geographic integrity of any city, local neighborhood, or local community of interest shall be respected in a manner that minimizes its division to the extent possible without violating the requirements of paragraphs (1) to (3), inclusive.

(A community of interest is a contiguous population that shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.)

5. Districts shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant areas of population.

Additional information about the LA County CRC is available at: <https://redistricting.lacounty.gov/>, which also contains links to the mentioned legal and other related documents under “Want to Know More?”.

<sup>1</sup> Voting Rights Act of 1965, 52 U.S.C. Sec. 10101 et seq.

<sup>2</sup> California Election Code Section 21534(c)(2)





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## I.B – RFP OBJECTIVES

The LA County CRC issues this Request for Proposal (RFP) to retain Voter Polarization Analysis (VPA) Consulting Services – from either an individual consultant or consulting firm (Proposer). The Proposer will work in partnership with the LA County CRC’s independent legal counsel, Executive Director, and Ad Hoc Working Group – Demography.

## I.C – TASKS

The Proposer should describe the approach for performing the following work. The LA County CRC is issuing a separate RFP for Demographics and Mapping Consulting Services. Bidders are welcomed to respond to both RFPs. Responding to both RFPs might result in efficiencies, which the Proposer can outline.

The selected VPA Consultant will work directly with:

- LA County CRC’s Ad Hoc Working Group – Demography, which is advisory. Decisions are made by the full LA County CRC
- Los Angeles County departments to obtain data needed for the VPA analysis (see Attachment A for involved departments and other involved entities)
- LA County CRC staff as needed

The tasks to be performed entail:

- Analyze Los Angeles County voting results and related data
- Analyze whether and where there is racially polarized voting in the County of Los Angeles, including analysis of multi-ethnic potential voting blocs
- Present analysis to the LA County CRC

The VPA Consultant should also be available in the event that the LA County CRC requests additional services in the Fall 2021 when preparing the final maps to ensure compliance with constitutional requirements and VRA. This work, if requested, would be billed on an hourly basis.

## I.D – TIMELINE

The Proposer should provide a GANTT chart or similar visual depiction to show the timeline for the VPA tasks, to be completed by July 31, 2021.





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## **II – EXPERTISE AND PRIOR EXPERIENCE**

### **II.A – BIOGRAPHIES AND PROJECT DESCRIPTIONS**

The Proposer should provide:

- A firm overview
- Descriptions of 1 to 3 VPA projects performed, focusing on the analytical skills and statistical analyses
- Biographies of the proposed team member(s)

The Proposer and team members should possess experiences that:

- Ensures compliance with all relevant California and Federal laws and legal mandates and requirements regarding redistricting to be met by LA County CRC (e.g., VRA and other voting rights analyses, including racially polarized voting analysis)
- Ability to be impartial
- Ability to work on redistricting initiatives involving diverse demographics and geography

### **II.B – REFERENCES**

Consultant should submit at least 3 references who can attest to similar work performed. Reference information should include:

- Contact name, title
- Organization affiliation
- Email and phone number
- Brief description of work performed

### **II.C – CALIFORNIA ELECTIONS CODE ETHICS REQUIREMENT<sup>3</sup>**

The LA County CRC may not retain any consultants to advise the Commission or Commissioners regarding redistricting if, within the last 10 years, they or any of their immediate family members (i.e., a spouse, child, in-laws, parents, or siblings) have:

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<sup>3</sup> California Elections Code Sections 21533(d) & 21532(d)(4)





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- Been appointed to, elected to, or have been a candidate for office at the local, California, or Federal level representing the County of Los Angeles, including as a member of the board
- Served as an employee of, or paid consultant for, an elected representative at the local, California, or Federal level representing the County of Los Angeles
- Served as an employee of, or paid consultant for, a candidate for office at the local, California, or Federal level representing the County of Los Angeles
- Served as an officer, employee, or paid consultant of a political party or as an appointed member of a political party central committee
- Been a registered California or local lobbyist

The above requirement also applies to any team members or subcontractors that the Proposer proposes. Please provide assurances that your proposed team meets these requirements.

## **II.D – COUNTY OF LOS ANGELES CERTIFICATION**

Please indicate if your firm is certified in Los Angeles County as a Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), Community Based Enterprise (CBE), or Social Enterprise.





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## III – PROJECT COST

### III.A – COST SCHEDULE

The Proposer should prepare a cost estimate that delineates the tasks, associated hours by task, and overall project cost for a maximum, not to exceed, contract amount that is consistent with the Statement of Work/Deliverables, outlined in this RFP.

The maximum budget is \$30,000 for the work. In the event the Proposer identifies tasks that require additional funding, please present them as options.

The Proposer shall bear any cost incurred to complete this project in excess of the maximum not-to-exceed costs.

### III.B – HOURLY RATES

The Proposer's services provided will be billed based on the hourly rates proposed. Please provide the following information:

Consultant Title/Skill Category	Hourly Rate

Hourly rates should include routine overhead and other ordinary expenses, including but not limited to clerical/technical office support, office supplies/materials/equipment, mileage, parking, charges, fees, and other normal and reasonable expenses necessary to complete the services described in this RFP.

The Proposer should:

- Provide all of its own equipment such as, but not limited to, computing and telephonic equipment
- Set its own schedule to complete the tasks and deliverables by the assigned deadlines





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The Proposer retains the ability to provide contract services for other entities but shall not engage in any conflict of interest relating to the specific requirements for the LA County CRC redistricting process. The Proposer should not undertake any other contract work that might conflict with the ability to meet the LA County CRC's deadlines.

### **III.C – LA COUNTY CRC CONTRACT AND INVOICING POLICY**

On behalf of the LA County CRC, the contract will be made between the LA County CRC-selected Proposer and KH Consulting Group (KH) and KH's assigned LA County CRC Executive Director, Gayla Kraetsch Hartsough.

The LA County CRC will be named in the Proposer's contract with KH as the contract's intended beneficiary.

The VPA Consultant should submit monthly invoices, outlining the work performed, hours, and costs, to KH. The LA County CRC Co-Chairs may review the invoices before payment and may request additional documentation as a condition of payment.

KH will remit payment for the VPA Consultant's invoice once KH receives reimbursement from Los Angeles County.





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## IV – PROPOSAL FORMAT AND SUBMISSION TIMELINE

### IV.A – FORMAT

Please provide a cover page with the name and contact information of the individual who can enter into contractual agreement for this project.

Please limit the body of the proposal to 10 pages, single spaced and 12-point font. The proposal body should contain:

- I. Executive Overview (2 pages max)
  - a. Critical VRA/VPA Considerations
  - b. Proposers' Unique Capabilities
- II. Objectives and Tasks to be Performed as Per SOW (see RFP Section I)
- III. Timeline (see RFP Section I.D)
- IV. Proposed Consultant or Team (see RFP Section II)
- V. Project Costs and Hourly Rates (see RFP Section III)

The Appendix does not have a page limit and should contain:

- A. Firm Qualifications and Team Biographies (or Resumes) (see RFP Sections II.A)
- B. References (see RFP Section II.B)
- C. Compliance with Ethics Requirement (see RFP Section II.C)
- D. County of Los Angeles Certification if applicable (see RFP Section II.D)

### IV.B – SUBMISSION TIMELINE

The proposals are ***due May 3, 2021, at 5:00 pm.***

Submission Steps and Milestones	Due Dates
Issue RFP/SOW	April 15, 2021
Email interest in bidding on the RFP/SOW to the LA County CRC Executive Director ( <a href="mailto:ghartsough@crc.lacounty.gov">ghartsough@crc.lacounty.gov</a> )	April 23, 2021, 5:00 pm
Submit questions regarding the RFP to the LA County CRC Executive Director ( <a href="mailto:ghartsough@crc.lacounty.gov">ghartsough@crc.lacounty.gov</a> )	April 23, 2021, 5:00 pm





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Submission Steps and Milestones	Due Dates
Answers to submitted questions to be shared with all who indicated interest in receiving the RFP	April 27, 2021, 5:00 pm
Submit proposals	May 3, 2021, 5:00 pm
Oral presentations by VPA Consultant finalist(s) before the LA County CRC	May 12, 2021
Enter into contract with the selected VPA Consultant so that work can begin	May 17, 2021
VPA tasks completed	July 31, 2021

Proposals may be submitted as PDFs by Email:

- In the subject line, enter “*Proposal on VPA Services for LA County CRC*”
- Email to: Gayla Kraetsch Hartsough, Ph.D., LA County CRC Executive Director, at [ghartsough@crc.lacounty.gov](mailto:ghartsough@crc.lacounty.gov)

## IV.C – SELECTION PROCESS AND CRITERIA

### *RFP Review Process*

The LA County CRC’s Ad Hoc Working Group – Demography will review submitted proposals and recommend the most qualified Proposers to the full Commission. The LA County CRC will invite the most qualified Proposers for oral interviews with the full Commission. Selection of the VPA Consultant will be an official act of the full Commission.

### *Selection Criteria*

The LA County CRC will apply the following criteria and weightings in its review of submitted proposals.

Criteria for Evaluating Proposals	Weightings	See RFP Section for More Details
Ethics Requirements (If the Proposer fails this requirement, the bid cannot be considered.) <sup>4</sup>	Pass/Fail	Section II.C
Proposers’ Plans to meet RFP VRA/VPA Objectives and Tasks	50%	Section I.B & I.C
Proposers’ Proposed Timeline	10%	Section I.D
Proposers’ Capabilities (i.e., firm, team, or individual consultant)	30%	Section II
Proposers’ Project Costs and Hourly Rates	20%	Section III

<sup>4</sup> California Elections Code Sections 21533(d) & 21532(d)(4)





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## IV.D – REQUIRED COUNTY CONDITIONS AND FORMS

If selected and as a subcontractor to KH, the Proposer will need to comply with the terms in the Los Angeles County Delegated Authority Agreements (DAAs).

The Attachment outlines the Los Angeles County insurance requirements.

In addition, the selected Proposer will need to complete the following Los Angeles County forms:

- Exhibit C: Contractor’s EEO Certification
- Exhibit D: Consultant Employee Acknowledgement and Confidentiality Agreement
- Exhibit G: Consultant Non-Employee Acknowledgement and Confidentiality Agreement

Highlights of other Los Angeles County requirements are:

- Contractor’s warranty of adherence to County’s child support compliance program
- Contractor’s need to indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to the Contractor’s work (which is separate from the LA County CRC members’ actions, decisions, and recommendations), except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.
- Time off for employees to vote
- Paid time off for jury duty
- Contractor’s providing its employees with a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available for printing purposes at: [www.babysafela.org](http://www.babysafela.org)





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## ATTACHMENT A: ADDITIONAL BACKGROUND

### A.1 LA COUNTY CRC

- The LA County CRC consists of 14 Commissioners; two of them serve as Co-Chairs.
- The LA County CRC has set up advisory ad hoc working groups. The Proposer will work directly with the Ad Hoc Working Group – Demography and periodically with the Ad Hoc Working Groups on Outreach, Education, and Legislation.
- The LA County CRC’s independent legal counsel is Holly O. Whatley, Esq., Colantuono, Highsmith & Whatley, PC
- The LA County CRC’s Executive Director is Gayla Kraetsch Hartsough, President of KH Consulting Group (KH). KH’s assigned GIS and technical expert is Thai V. Le, who also serves as the LA County CRC Clerk.

### A.2 LOS ANGELES COUNTY DEPARTMENTS REFERENCED

- Los Angeles County Internal Services Department (ISD) – the lead in developing and importing the data sets into the mapping software tool
  - ISD has contracted with ESRI, the vendor to provide the mapping software tool (Note: ESRI provided the software for prior redistricting efforts in Los Angeles County.)
    - ESRI firm information: <https://www.esri.com/en-us/arcgis/products/esri-redistricting/overview>
    - ESRI tutorial: <https://learn.arcgis.com/en/projects/redraw-political-boundaries-with-public-participation/>
  - County demography consultant – a separate demographer to be retained to support ISD
- Los Angeles County Public Works
- Los Angeles County Department of Regional Planning
- Registrar-Recorder/County Clerk (RR/CC) – Los Angeles County elections official
- County Counsel
- County Program Manager – Lorayne Lingat in the Executive Office (EO)

### A.3 THE PUBLIC

- Individual residents
- Community-based organizations (CBOs)
- Faith-based organizations (FBOs)





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- Cities
- Unincorporated areas
- Governmental agencies
- Educational systems
- Communities of Interest (COIs)
- Others

A glossary of terms is available at: <https://redistricting.lacounty.gov/glossary/>





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## ATTACHMENT B: COUNTY INSURANCE REQUIREMENTS

This section outlines the Los Angeles County insurance requirements. ***Additional certificates naming KH Consulting Group, the prime contractor, as an additional insured will also be required.***

### GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract.

#### 8.24.1 Evidence of Coverage and Notice to COUNTY

A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY OF LOS ANGELES and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.





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Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Executive Office, Board of Supervisors  
ATTN: Lorayne Lingat  
500 West Temple Street, Suite 383  
Los Angeles, CA 90012

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third-party claim or suit filed against CONTRACTOR or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

## 8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

## 8.24.3 Cancellation of or Changes in Insurance





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Contractor shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

#### 8.24.4 Failure to Maintain Insurance

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR'S, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

#### 8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

#### 8.24.6 Contractor's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

#### 8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this Contract. The CONTRACTOR shall require its





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insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

## 8.24.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all Subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the COUNTY and CONTRACTOR as additional insureds on the Subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any Subcontractor request for modification of the Required Insurance.

## 8.24.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

## 8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

## 8.24.11 Application of Excess Liability Coverage:

CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

## 8.24.12 Separation of Insureds





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All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

## 8.24.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

## 8.24.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

## 8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased





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employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

- 8.25.4 Professional Liability/Errors and Omissions Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## 8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction and that the CONTRACTOR





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shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirements Summary (PRS) or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

